

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

In re:
SMOKIN' DUTCHMAN HOLDINGS, LLC
f/k/a Smokin' Dutchman LLC,

Case No. 24-02343
Chapter 11
Subchapter V
Filed 9/9/24

Hon. Scott W. Dales

Debtor.

**ORDER ON STIPULATION FOR REJECTION OF UNEXPIRED LEASE FOR 380 E.
DIVISION, SUITE A, ROCKFORD, MICHIGAN AND FOR EXTENSION OF TIME TO
ASSUME OR REJECT LEASE FOR 420 BALDWIN STREET, SUITE B, JENISON,
MICHIGAN**

The Debtor and Debtor-in-Possession, Smokin' Dutchman Holdings, LLC ("**Debtor**"), having entered into a stipulation with Jenique LLC, ("**Jenique**") and Rockzza II, LLC, ("**Rockzza**") relating to Debtor's Motion to Extend time to Assume or Reject Leases [Dkt. No. 61] (the "**Stipulation**"), the Stipulation having been filed pursuant to LBR 9013 with notice and opportunity to object, service having been made on the interested parties, the United States Trustee and Sub Chapter V Trustee, no timely objection having been made, the Court having determined that the relief requested in the Stipulation is appropriate, and being otherwise fully conversant with the facts and law, now therefore:

1. The unexpired lease pursuant to which Debtor is a tenant and Rockzza the landlord for premises located at 380 E. Division, Suite A, Rockford, Michigan ("**Rockford Lease**") is rejected as of January 1, 2025, subject to the following:

a. The Debtor may remove all of the smallwares (i.e., glassware, flatware, dinnerware, pots and pans, table top items, bar supplies, food preparation utensils and tools, storage supplies, service items, and small appliances and other personal property that is not affixed to the building) from the Rockford Lease location on or before January 10, 2025, but may not remove any large appliances or other equipment or personal property affixed to the building. If any of the Debtor's equipment or personal property remains on the Rockford Lease premises on or after January 10, 2025, then Rockzza may remove such equipment and items and dispose of them at Debtor's expense.

b. Representatives of the Debtor and Rockzza shall meet no later than January 17, 2025 to inspect the premises for any damage. In addition, they shall determine what, if any, leasehold improvements will be removed by the Debtor and what repairs may be required as a result of removal of any of the leasehold improvements. The Bankruptcy Court shall retain jurisdiction to determine any dispute over the removal of the leasehold improvements and necessary repairs.

c. Rockzza shall have an administrative expense pursuant to 11 U.S.C. 365(d)(3) relating to the post-petition unpaid rent on the Rockford Lease in the amount of \$9,922.12.

2. The time to assume or reject the unexpired lease under which Debtor is a tenant and Jenique is the landlord for premises located at 420 Baldwin Street, Suite B, Jenison, Michigan ("**Jenison Lease**") is extended to April 7, 2025, provided that Jenique is not waiving any post-petition breaches of the Jenison Lease, and subject to the following:

a. On or before January 15, 2025, Debtor will pay to Jenique \$2,245.00 constituting the shortage for the Additional Rent and late fees incurred post-petition.

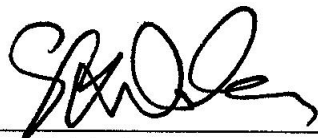
b. Pursuant to the Jenison Lease, the rent and additional rent will be \$5,633.00 per month beginning January 1, 2025.

3. This Order is intended to modify The Order Pursuant to § 365 (d)(4) Of the Bankruptcy code (I) Extending Debtor's Time to Assume or Reject Unexpired Leases of Non-Residential real Property and (II) Granting Related Relief.

IT IS SO ORDERED.

Dated January 27, 2025





Scott W. Dales
United States Bankruptcy Judge